

1887-024 Chancery Causes: V. H. Kelly vs. Alpha Parrott bc
Lee Co.

Morgan, Pennington, Burk, Stuart, Stuard, Graham

CA-Contract Dispute
T. Property

To The Honorable John A. Kelly
Judge of the Circuit Court of Lee Co Va
Humbly complaining sheweth unto
your Honor. That some few years ago
your orator purchased from one
M^{rs} Alpha Pennington, a certain
tract or parcel of land, properly
described in a title bond, now in
your orators possession executed by
the said Alpha Pennington, to your
orator, and which will in due
time be filed herewith, and is prayed
to be considered as part hereof.

This title bond gives the boundaries
of the land as ascertained by the Court.
who assigned dower, to the said Alpha's
Mother Sarah Pennington, widow of
John G. Pennington deceased, the father
of the said Alpha. One side of said
land, the south west part thereof, the
same is bounded, by an old survey
line called, as your orator is informed,
the McBrady line, John Burk owing
the land, on the southwest of said
line and the Pennington land lying on
north east. At the time the Pennington
line was run by the Court, said line
was then believed to run much further

to the south west than it is now claimed
by said Burk; But both parties, then
and now claim, to the McCracky line
wherever it may be. These lands
were then mostly in woods, but since
the sale to your orator John Burk has
entered upon, cleared & fenced about
6 acres of valuable land, which is
in the line of the land sold your
orator, and still claimed by his vendor
to belong to her, and properly so by
the McCracky line. There is a lap or
interlock by these two modes of
running this line, which if Burk
is right takes from your orator
about 14 acres of valuable land
worth about, \$15 per acre. Your
orator has not had the legal title
to said land so as to institute an
action of Ejectment, his vendor hold-
ing that as security for a balance of
purchase money due her of \$700 or
\$800. ^{These lands are situated in said County of Lee.} In this condition of things
your orator became greatly embarrassed
and pressed by creditors, and threatened
by suit, he gave a deed of trust
on this land ~~after interest he had in~~
~~the widow's dower then owned by him~~

on the same land, and stipulated for
a sale thereof, by the first of January
1882 as he now remembers, - This sale
was made to come off a year or more
after the date of said deed. Your
creator hoped, by that time, to get the
disputed line settled, and the purchase
money fully paid up so that sale
could be made. In this he failed.
He then applied to his vendor, and
showed the injustice likely to be done
him, by a sale, for said trust was
made to secure first the purchase
money, and then several other debts.
In the mean time Miss Perminington inter-
married with one D. C. Parrott who
is now dead - H. J. Morgan was
made the trustee in said deed. And
now Mrs Parrott demands a sale of
said land, by said trustee, and the
same is advertised for the March
Term of the County Court of said
County. Your creator is advised that
his vendor should not sell for the
said purchase money until she
makes him at least an overrow due
therefor - and then not until the title
to the disputed piece of land can

be settled. To make said sale with
Burr in the adverse possession of
6 or 8 acres, claiming about as much
more, will cause a ruinous sac-
rifice to said land, and your orator
if his said vendor will clear said
title ~~is~~ is willing to said sale. He
is advised said sale can not legally
be made until the title is cleared, for
this same disputed piece, is a part
embraced in said Trust. He does not
collude or encourage said Burr but
upon the contrary would sue him
in Ejectment had he the legal title
to after Creditor known to your
orator prefers said sale except the
said Alpha Parrott, and she will
not make her deed as that your
orator may see whether she em-
braces said land or not.

The object of this bill is to enjoin
said Alpha Parrott from having
said sale made, and to enjoin
said Morgan Trustee from selling
the same until the title is made clear
or a proper deduction made for
the land if lost to your orator.
As no after Creditor is preparing to

Said sale your orator is advised
to not necessary to make them
parties at this time, but if so
directed by this Hon. Court he will
hereafter do so.

His prayer therefore is that Alpha
Parrott and Henry J. Morgan trustee
be made parties hereto, and on a
hearing that said vendor be compelled
to litigate said title and settle it
and make clear the title to the land
sold your orator, or a proper de-
duction from the purchase price
for the loss thereof. And that in the
mean time while the amount of her
debt remains doubtful that she
be enjoined from ordering said sale
and that said trustee be enjoined from
making said sale until the
future order of this Court. And
for all other just & general
relief. May your orator say
Ad Bridgman
Ct.

Virginia Lee County to wit:

This day V. H. Kelly personally appeared before me and made oath that the foregoing statements in his bill are true so far as made upon his own knowledge - and so far as made upon information derived from others he believes them to be true given under my hand this 23rd day of Feb. 1885.

John A. G. Hyatt Clk.

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V. H. Kelly

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Alpha Parrott

Injunction granted. Bond
 in penalty of \$500.00 with
 good security required, con-
 ditioned to pay all costs in-
 curred and damages sustained
 by the defendants, or either
 of them by reason of the injunc-
 tion, should the same be dis-
 solved.

J. C. Kelly
 Feb. 26 1885

To J. H. Hight Esq.
 Clerk of Circuit Court
 for Lee County

1885

June + July Cont'd,
 in Aug. Cause set for hearing,
 Nov. Continued
 Dec. Continued

Aug Decree refusing to
 show P. H. a gain for the
 Aug 10 Vacation
 Decree final

To the Honorable John A. Kelly Judge of
the Circuit Court of Lee County Va.

The answer of Alpha Parrott to a bill
exhibited against her in this Honorable
Court by W. H. Kelly.

This respondent saving the benefit of all
exceptions which may be had to said bill
for its many errors of law and misstatement
of facts for answer thereto or to so much true
of as he is advised it is material or necessa-
ry for her to answer, answering says
That it is true that she did some years ago
sell to the complainant a tract or parcel of
land situated in this County, or rather 2/3
of said tract, that part covered by the dower
of her mother not being included in said sale.
The tract of land here referred to, descend-
ed to this respondent from her father
John P. Punnington deceased, at the time
it so descended she was very young. She
was also very young at the time dower out of
said land was assigned to her mother in
the year 1866. Some time thereafter and while
respondent was still an infant said land
was contracted by her guardian to the said
Kelly subject to the ratification of respon-
dent when she attained her majority. After
respondent had attained the age of 21 years

she did ratify said contract, so made by
her said Guardian aforesaid, and she then
executed the title bond, referred to by the
Complainant in his bill. At the time of
said Trade and at the time of the execution
of said title bond respondent knew nothing
whatever of the lines corners or bound-
aries of her land. She did not live upon
it and never had done so after she was 7 or 8
years old, on the contrary the said Kelly,
did live on said land and had been
living on it some 2 years when the first
trade was made and ~~8~~ 4 years at the date
of the execution of said title bond and
in addition to this he was one of the com-
missioners who assigned the dower to
her mother. He was therefore at that time much
better acquainted, with said land, with its
lines boundaries corners and quantity
than respondent, was. By an inspection
of said land it will be seen that respondent
did not undertake to convey by course or
distance or in any other way except the two
thirds of said tract remaining after the
assignment of dower to her mother as aforesaid
nor did she bind herself to convey
any given number of acres. The fact is
she just sold her interest in said land

lying outside of her mother's dower and
with the boundaries and quantity
thereof the said Kelly was much better ac-
quainted than she was. Your respond-
ent supposes it to be true that the South
western boundary line of her land is the
old McBready line. Though of this she has
no personal knowledge, nor does she know
where the McBready line is, or where it is
claimed to be by either of the parties. Nor
does she know where the Commissioners
who assigned dower to her mother suppos-
ed said line to be. But respondent has
been informed that Mr Burr is claim-
ing no land North East of the McBready line
and she is further informed and believes
that the said Burr is in possession of no
land lying North East of said line. She
therefore alleges that if the McBready line
is the South west boundary of the land sold
by her to said Kelly as he claims in his bill
then that no one is interfering in any
way with his possession or in possession
of or claiming any of the land purchased
by the said Kelly from her. Respondent is
informed and she supposes it to be true
that running on the calls of her father's
deed and upon the calls of the report

of said Commissioners That if the full
distance of the North West line is run that
it will cross over the McCready line, and
will also cross over into the land claimed
by Mr Burd. and now in his possession
the lap thus made will at the North end or
side thereof be about 13 or 14 poles, and
from thence to the next corner the distance
called for is 74 poles This last mentioning
corner is undisputed by anybody, so
that at most the little piece of land in
dispute would only be 13 or 14 poles wide at
one end, running to a point at the other, and
would contain only about 3 acres, and
most of it too steep to be well enjoyed by
a goat. Respondent denies that the line as
claimed by Mr Burd will cut off 14 acres of
the land sold by her to said Sully because if
it should take off any which she denies, it
would not take off more than 3 or 4 acres and
instead of its being worth \$15⁰⁰ per acre she
is advised and her agents that \$5⁰⁰ or \$6⁰⁰
per acre is all that it is worth. Your orator
supposes it is true that complainant has
become involved in debt as he states in his
bill at any rate he executed a deed of
Trust on said land to secure various
of his creditors, and said deed by its

Time as she is informed become due on the
1st day of January 1883. But she most emphat-
ically denies that the said Kelly ever at any
time applied to her or called her attention in
anyway to the fact that there was any trouble
or dispute about the boundaries of said land
until after it had been advertised for sale,
by said Trustee. Sometime about the
first of January 1884, she directed the
Trustee in said deed of Trust to advertise
said land for sale, and after he had done
so, then for the first time she heard that
her vendor claimed that the said Burk
was claiming some of the land which
he claimed to have purchased from
her, and it is strange that if the said
Kelly knew 7 or 8 years ago that Burk
had taken into his possession part of
the tract of land sold to him by this re-
spondent that he would have at all these
years elapsed without ever calling her
attention to it in anyway until she
was making a last and final effort
to collect her money, in fact the time at
which ~~he first took possession~~ ^{of some little piece of land} Burk ^{took} ~~took~~ ^{took} possession
was anterior to the date of the
title bond, ^{as she is informed} and he certainly should
then have called her attention to it.

she is therefore constrained to think that the complainants only object is to delay her in the collection of her money.

Respondent admits that she has not yet conveyed the legal title to said land to the said Kelly but she is now and has at all times been ready and willing to execute it. He never at any time applied to her for a deed and if he had and had stated to her that he wanted the legal title for the purpose of instituting an action of ejectment - against Mr Bursk she would very readily have conveyed retaining in said deed a lien for the balance of the sum above money due her, but she is advised that this is only a poor device set up by the complainant to cover up his delay - he could without the legal title have maintained an action of unlawful entry and detainer if his possession had been entered upon. Your respondent knew that the legal title ought to be conveyed before the sale was made, and she had advised with Judge Morgan with reference to it, and had been advised by him that if she made it at any time before day of sale that, that was all that was necessary. to this end she had arrangements with said Trustee to convey at

some time before day of sale and as Mr Morgan was the Trustee selected by Kelly himself to execute the Trust independent supposing that he was the proper person to consult and that his advice in the premises was best to be followed. She is ready and willing and here offers to convey the tract of land or the two thirds of it sold to him to him or to any one to whom he directs it to be made at any time and she would file a conveyance of it with this answer but as she has raised a dispute about the boundary she is advised that perhaps it is best for her not to make said deed until the line referred to as the McCready line is fully ascertained. But as before stated she will make the deed at any time, and now having answered said bill as fully as she is advised it is necessary for her to answer it she prays that the injunction granted in this case be dissolved and she hence dismissed with her costs.

Richard D. Orr
C. T. Duncan for
Def.

Virginia, Lee County, to wit.

This day Alpha Parrott personally appeared before me in my County, and made oath that the facts stated in the foregoing answer so far as they depend upon her own knowledge are true and so far as stated upon information derived from others she believes them to be true.

Given under my hand April 20th 1885.

James W Orr, Court
in chancery Lee County
Circuit Court.

Alpha Parrott

ans by answer

R. H. Kelly

Filed at May Rules 1885.

J. A. H. Hyatt clerk

In vacation

R. H. Kelly

vs

Alpha Parrott et al

In Chy

This cause came on to be heard before me this 10th day of August 1887, upon the papers formerly read depositions of witnesses and was argued by counsel. On consideration whereof it is adjudged ordered and decreed that the injunction granted in this cause on the 26th of February 1885 be perpetuated as to the sum of \$110⁰⁰ with legal interest thereon from the 17th day of May 1879, this being the amount to which the plaintiff is viewed as being entitled to as an abatement from the purchase money for the land sold to him by the defendant Alpha Parrott by reason of the 11 acres thereof within the Mc Bride survey; And as to the residue of the purchase money due from plaintiff, the said injunction is dissolved, but without damages. The trustee Morgan may enforce the trust for the amount due from plaintiff so soon as a deed shall be duly executed

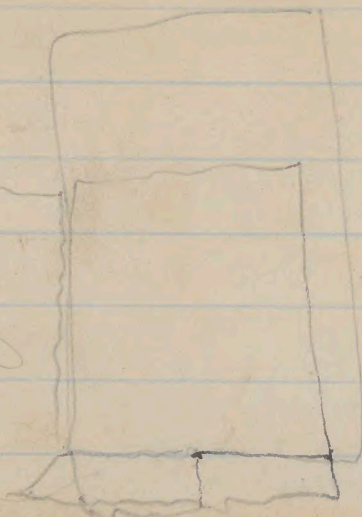
by the defendant Alpha Parrott for
 the land sold by her to the plaintiff
 excepting the 11 acres reserved
 by the McLeslie Survey. It is further
 ordered that the defendant Alpha
 Parrott pay to the plaintiff Vincent
 H Kelly his costs here expended
 and the cause is ordered to be
 stricken from the docket

Vernon Hagan

W H Kelly

all accounts
 Alpha Parrott

Entered page
 40. Aug. 24/88
 J. H. Hagan



P. H. Kelly

Plff.

vs

Alpha Parrott et al Deft

} In chancery

This cause came on to be heard today upon the bill of Complainant, the answer of Defto. exhibits filed in said cause, and the depositions of witnesses filed therein; and it appearing to the Judge of this Court that he was so situated as to render it improper for him in his judgement to decide the issue pending in said cause, it is therefore ordered, adjudged and decreed by and with the consent of the Complainant and Defendants ^{of the Judge of this Court} in this cause, that this suit be referred and submitted to Patrick Hagan, who is a member of the ^{bar practicing in this Court.} ~~Low County bar~~, to decide the issue therein, The said decision to be rendered by said Hagan in vacation & recorded among the proceedings of this Court at its next term. and entered ~~as~~ as the decree of the Court, and it is agreed that any depositions taken upon proper notice, before ~~said~~ the hearing by said Hagan, may be read in evidence.

V. H. Kelly
vs { Order
Alpha Parrott et al
Entered page 5 to

enter this
In A. K.
Aug 30/80

The deposition of Emily Stuart Taken at
V H Kelly in Lee County Virginia on the
27th day of August 1886 To be read as evidence
in an action now depending between V H Kelly
and Alpha Parrott in the Circuit Court of Lee
County Virginia Taken before John M. Smyth Esq
after being sworn states

1st Question by Plaintiff

Are you acquainted with the land that is
in controversy between V. H. Kelly & Alpha Parrott

Answer I am.

2nd Question by Plaintiff what is it worth per Acre

Answer I will give fifteen dollars if not more or
at least that price for it if freed from the ~~encumbrances~~
encumbrances so I could get a good right to it

3rd Do you now own land adjoining it I do 50 Acres

4th Do you think you could pay for it

Ans My mother give the rest of her children
money to buy them land with and says she
will give me some & she has got it or can
get it its coming to her she has it loaned
out on interest.

5th Question is not this land the best or richest land
on the place that Kelly bought of Alpha Parrott.

Ans It is the richest or at least as rich but
some of it is very steep but very smooth & free
from rock & further she says not

Emily Stuart
+ Shuck

Deposition of Albert Stuart husband of Emily
Stuart taken at the same time and place
Question 1st By Plaintiff

Are you acquainted with the lands mentioned
in the depositions of your wife
Ans I am

Question what is the land worth per Acre
Answer I agree with my wife in her statement
as to the price per Acre & what we would give
if there was no encumbrances on it as to getting
the money to pay for it I dont think there is any
doubt but what we would get it at all and
Further he says not Albert ^{his} ~~Steward~~ _{mark}

Subscribed by them in my presence
at the time and place and in the action mentioned
in the caption the witness being sworn by
me

Given under my hand and seal
this August the 27th 1884
J. M. Smyth, J. P.

[Faint, mostly illegible handwriting on the right page, possibly bleed-through or a second set of notes.]

V. H. Kelly

vs } Depo

vs }

Alpha Parrott

Recd. by mail
from J. P. Leefer
whom taken &
filed Sept 17 1886

J. A. Hyatt

The depositions of Leri Pennington & John E Burk. Taken by consent of parties at the law office of Richmond & Orr in Jonesville Va. on the 25th day of August 1888, and which depositions are intended to be read as evidence on behalf of the defendant in a certain suit in chancery now pending in the Circuit Court of Lee County Va. in which V. H. Kelly is plaintiff & Alpha Parrott is defendant.

The said Leri Pennington a witness of lawful age and being first duly sworn deposes and says.

Question by depts Counsel. — Mr Pennington please state whether or not you sold to your son John E Pennington the tract of land on which the plaintiff now resides.

Answer I did sell him the land referred to.

Q. by same. Did you claim or undertake to sell to said John E Pennington any land west of what is known as the McCordie line?

Answer I did not claim or undertake to sell any land at that point west of the McCordie line: that is I did not claim any land lying ^{west of the said} the line claimed by Mr. Burk, &c

Q. by same. Are you well acquainted with the land now in the possession of John E Burk, and claimed by the plaintiff as being included in his purchase from the defendant, and if so please state what said land is reasonably worth per acre?

Answer. I am acquainted with the land referred to, it lies on the north side of the Poor Valley ridge, and I should think it worth about five dollars per acre. It is possible if I owned adjoining lands I might value it a little higher. I do not know how much land is in dispute in this suit but think there is some five or six acres.

Cross examined by Peff.

Please state if you know where the Mc-Bredie line is, that is did you ever see it actually run so as to know its location at the point where the land is in controversy in this cause.

Answer. I never saw it run, and don't know where it is of my own knowledge;

Do you think five dollars ^{per acre} a fair and full price for said land, taken in connection with the land sold by the debt to the plaintiff.

Answer. I think five dollars a fair price.

And further this witness deposes &c.

Levi Pennington

The said John E. Burk another witness of lawful age and being first duly sworn deposes & says.

Sworn by Deft. — Mr Burk do you know where the Mc-Bredie line runs at the point in controversy in this suit.

Answer. In 1851. I saw the Mc-Bredie line run by James Crockett at the time I bought the land in controversy, the line as then run was where I claim it to be now & there was then a marked line at the point in controversy.

Ques by same. How long have you been in possession of the land in controversy?

Answer. Since the year 1857.

Ques by same. When did the plaintiff first have knowledge of your possession of said land?

Answer. I cannot state when he first knew of my possession but I have had some of it enclosed some 10 or 15 years and some of it not so long. Some two or three years ago was the first that I knew the plaintiff was claiming any of said land.

Ques by same. Were you present or did you have any knowledge of the partition of the John G. Cunningham ^{land} between his widow and the defendant.

Answer. I did not.

Ques by same. How many acres do you think is in the piece or boundary in controversy in this suit?

Answer. I have never seen it measured, but do not think there is more than five or six acres.

Ques by same. What do you consider said land worth per acre?

Answer. I do not consider it worth more than from five to six dollars per acre. It is very steep rough land, and lies on the North side of Poor Valley Ridge.

Ques by same. What do you consider said land worth per acre, if the entire tract sold for \$1600.00?

Answer. I consider it below the average value of said land per acre.

Craft Examined.

Do you know the exact lines, which your title papers cover, that lies inside

the deed of Levi Pennington to John
G. Pennington?

Ans. I do know. when run by Penningtons deed
his line will cross or interlock with mine and
I have never seen the land in controversy meas-
ured and my estimate is a mere guess as to quantity.

Question. Living where V. H. Kelly lives and
owing the lands he purchased from
Mrs Parrott would you, value the
lands any higher than, you state in
a former part of your depo?

Answer. I would not.

Question. Supposing, the land claimed by you
to belong to you, would you be willing
to sell it off for \$5. per acre?

Answer. I would be willing to sell it at that price, if
it did not injure my other lands, but situated
as it is I hardly know whether I would sell it at
that price or not.

And further this deponent saith not.

Witness
One day. so &c

John E. Burk

The foregoing depositions of Levi Pennington &
John E. Burk were taken subscribed and sworn
to before me at the time and place and for the
purposes in the caption mentioned. Given under
my hand Aug 25th 1885.

Henry J. Morgan Com

Alpha Parrott.

ads { Dehas

V. H. Kelly.

Filed Aug 26th 1885.

Letic Pennington.
John E. Burk.

Court's fee \$1.00

Witness Burk. .50

1.50

The depositions of John P. Graham and others, taken by agreement, in the clerk's office of the Circuit Court of Lee Co. Va. on August 8th 1885; to be read as evidence in behalf of V. H. Kelly, in a certain suit in chancery now pending in the Circuit Court of Lee Co. Va. in which said V. H. Kelly is plaintiff and Alpha Parratt et al are defendants.

John P. Graham a witness of lawful age being duly sworn deposes and says.

Question by plff.

Please state if you have surveyed the land, sold by Mrs Parratt to V. H. Kelly, and if so state all you may know about the lines thereof and the deficiencies.

Answer I surveyed said land as one of the commissioners and Surveyor under an order of the court in order to assign the widow Pennington a dower (J. B. Pennington) we made said Survey on the 2nd & 3rd days of February 1866 we ran by a deed of conveyance from Levi Pennington to John B. Pennington (his son) I do not think we used any other title papers in making said survey we laid off and assigned dower to said Sarah A. Pennington widow of said John B. Pennington deceased as shown by our report we also laid off and assigned the remainder of said tract to Alphe Barrett the only child and heir of John B. and Sarah A. Pennington since the time of said survey I have on several occasions been called to survey some of these same lines and have had other title papers of the land owners whose lands lie adjoining the said land of John (B. Pennington deceased)

and I find that John E. Bark has now in his possession something near 11 Acres of the land included in our survey at the time we laid off said dower said eleven Acres of Land is above the average in value of the entire tract I cannot estimate it as being worth less than \$15.00 per acre and I am inclined to say more (I will say from \$15 to 20 dollars per acre I in making my estimate of the number of Acres ran a section of a line known and claimed as the McCreddie line by several of the citizens and land owners of that vicinity it is a well marked line I am satisfied that this McCreddie line as claimed by said parties cannot be very far from the proper place this said McCreddie line as described by me is the line that cuts off the 11 acres from the original survey made by we commissioners as referred to above

Crass Examined by Defendant.

Question How long have you known the corner described in your report as The Bucky and Sugar Tree corner. At the end of the 74 pole line.

Ans - I have known said corner for thirtyfive or forty years

Question. Do you know where the corner described as "a Bucky near a small branch" is located, or where the corner described as a rock in Graham's line" is located.

Ans I have known said buckey corner for thirtyfive or forty years and suppose I could find the other

Question by same Did you ever run the line from said Bucky's corner reversed back in the direction of the Bucky and Sugar Tree corner and if so where did it terminate,

Ans I did and I came out between the roots of the buckey and sugartree as they are both fallen

5-
Question. Then to commence at said
Buckeye corner and reverse said line, The
said Burd will not then have any of this
Alpha Parrott tract of land in his possession
will he.

Ans If to begin at said buckeye and reverse
to the sagartree and buckeye and stop
at the supposed Mercedie line said
Burd will not have any of the
Alpha Parrott land in his possession
but by this mode of running it leaves
out the eleven acres in dispute that was
included by us in our survey at the
time of laying off said downer

Question. Do you recollect whether or not
in the running done by ^{you} at the time you
assigned the downer to Mrs Punnington, you
ran the line now called the Mercedie line

Ans I do not John P. Graham
V. H. Kelly another witness of
lawful age being duly sworn

Deposes and Says,

Answer

He was one of the Commissioners that assigned dower to Mrs Pennington, and at that time the land of John B. Pennington was laid out by the deed of Levi Pennington to John B. Pennington, and embraces the eleven acres now claimed by John E. Burk. It was this same land, he afterwards purchased from Alpha Pennington now Parrott and the eleven acres in dispute constituted a part of it. At the time that he purchased, he had never heard any claim to said land by John E. Burk or anyone else. but believe it to belong to John B. Pennington's estate. As compared to the price paid for the entire tract, he regards

this eleven acres, as worth from sixteen to seventeen dollars per acre, and that his purchase from Alpha Parratt is shown by the title bond filed with the bill.

X Examined by Defendant.

Question At the time you purchased said land, did Alpha show you any of the lines or corners of said Tract of land, or did she represent said Tract as containing any specified number of acres.

Answer She did not show me any of the corners or lines of said tract, neither did she represent it as containing any number of acres.

Question. Did you not at the time of your purchase live on said land,

Answer. I lived on the lower part of said land,

Question. When did you first become acquainted with the corner described as the

Buckeye and Sugar tree corner.

Ans. About four years ago, or well as I recollect,

Question. How long since you first learned that Burk was claiming the line of his land to run with now Adams it.

Ans. About four years ago I first learned that his claim extended as far as he now asserts it, but some ~~four~~ six or seven years ago, I learned he was claiming a part of it, some ~~four~~ ^{two} or ~~five~~ ^{three} acres, perhaps because he had set his fence so as to include it.

Question by same. Did you ever communicate to Alpha Parrott, that Burk was claiming a part of the land embraced within the call of the John F. Pennington deed, if so when did you so tell him?

Ans. I did tell her about it. I think lost Dec or Jan. I did tell ~~her~~

9.

Question by same. How old was Alpha
at the time the Commissioners assigned
down to the Widow of John Pannington.

Answer. I suppose she was about eight
years of age.

And further this deponent saith not.

V. H. Kelly

Virginia Lee County To wit:

J. H. C. Foslyn a Justice of the Peace
for the said County, do hereby Certify
that the foregoing depositions of
John P. Graham and V. H. Kelly, were
duly taken sworn to and Subscribed
before me, at the time and place
mentioned in the Caption of the same,
given under my hand this 8th day
of August 1885.

J. H. C. Foslyn J. P.

V. H. Kelly
vs } Depositions

Alpha Parrott et al

Filed Aug. 11th 1885

J. S. Hyatt c. c.

J. P. per \$1.50

Know all men by these presents that I
Alpha Pennington am held and firmly
bound unto W. H. Kelley in the final and
lawful sum of Threethousand dollars in
current money well and truly to be paid.
W.

Now the conditions of the above obligation
are such that whereas the above bounden
Alpha Pennington has this day bargained
and sold unto the said W. H. Kelley for and
in consideration of the sum of Fifteen hundred
(\$1500.00) dollars secured by notes, her interest
in a tract of land, on the North Fork of Powell
river, descended to her from her father John
B. Pennington, said being the two thirds of
said land off to her by Commissioners who
apportioned the widow's dower, but not to
include any portions of her interest in the
dower lands. Now if the above bounden
Alpha Pennington shall make or cause to be
made a deed to said parcel of land when
all of the purchase money ^{shall} have been fully
paid then the above obligation to be null
and void otherwise to remain in full
force. ~~Witness the following signatures and seals.~~
Witness my hand and seal. This May 17th 1879.
Alpha Pennington Seal

V. H. Kiddy

Henry Bond.

Alpha. Parratt

Know all men by these presents
that we V. H. Kelly and J. K. P.
Kelly are held and firmly bound unto
the Commonwealth of Virginia in the just
and full sum of Three Hundred Dollars
lawful money of the said State, well and
truly to be paid unto the said Commonwealth
by the said V. H. & J. K. P. Kelly for
which they hereby bind themselves
heirs &c. and we as to this bond
hereby waive our Homestead exemption
witness our hands and seals this
the 7th day of March 1885.

The condition of the above obligation
is such that whereas, in a certain Chancery
suit instituted in Lee County Circuit Court in
which said V. H. Kelly is Plaintiff and Alpha
Parrott and Henry J. Morgan trustees are
Defendants, an injunction has been granted
postponing the sale of certain lands mentioned
in said Bill, under a deed of Trust, in said
Bill fully set out until the title to said
land is perfected. Now therefore should
the said V. H. Kelly and his ^{secretary} J. K. P. Kelly
abide the future orders of the Court in this cause
and pay such costs and damages as may
be awarded against them, then this
obligation ^{be void otherwise} to remain in full force

at law,

V. H. Kelly
vs. P. Kelly

V. H. Kelly
vs. Bond
Alpha Parrott

The Commonwealth of Virginia,

To the Sheriff of Lee County--Greeting:

WE COMMAND YOU to summon

Alpha Parrott and
E. J. Morgan trustee

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House, on the first Monday in
April next, being Rule Day, to answer a Bill in Chancery exhibited in our Court against
them, by

W. H. Kelly

And have then and there this Writ. Witness, J. A. G. HYATT, Clerk of our said Court, at the Court House,
this *7* day of *March*, 188*5*, in the 10 *9* year of the Commonwealth.

J. A. G. Hyatt, Clerk.

A Copy---Teste:

J. A. G. Hyatt C. C.

Bonds having been given as required by
law, the depts, Alpha Parrott & H. J. Morgan ^{trustees}
are prohibited & restrained from all
further proceeding under the deed of
trust, untill the further order of the
court. March 10 / 885- J. Alstyatt
cc

For
H. J. Morgan

The Commonwealth of Virginia,

To the Sheriff of Lee County--Greeting:

WE COMMAND YOU to summon

*Alpha Parrott and
H. J. Morgan Trustee &c*

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House, on the first Monday in

April next, being Rule Day, to answer a Bill in Chancery exhibited in our Court against
them, by *W. H. Kelly*

And have then and there this Writ. Witness, J. A. G. HYATT, Clerk of our said Court, at the Court House,
this *7* day of *March*, 188*5*, in the 10*9* year of the Commonwealth.

A Copy---Teste:

J. A. G. Hyatt Clerk.

V. H. Kelly

no 3 Spain Chas

Alpha Parrott et al

Lo April Rules 1885

Executed by delivering office copies of this Spa, to Henry J. Morgan trustee.
March 10th 1885.

Zion Flanary
Deputy for R. D. Flanary
Further Executed by
delivering an office
copy of this Spa to
Alpha Parrott W. 12
1885 - J. H. Ewing
S. S. for Lee County

Bond having been given as required
by law, the defendants Alpha Parrott &
Henry J. Morgan trustee are prohibited
& restrained from all further proceedings
under the deed of trust, until the further
order of the Court.
J. H. Ewing